

# Housing Landlord Services Maintenance and Repairs Policy 2019

<b>DOCUMENT HISTORY</b>	
Name of Policy:	Housing Landlord Services Maintenance and Repairs Policy 2019
Purpose of Policy:	<p>New Forest District Council is committed to providing an effective maintenance service in order to comply with its statutory responsibilities, including but not limited to the Landlord and Tenant Act 1985 (as amended) and the Housing Act 2004 and to ensure high levels of resident satisfaction and to protect the value of its housing stock.</p> <p>This policy details the arrangements for the responsive, planned and cyclical maintenance of properties owned by the Council.</p> <p>Voids, Mutual Exchanges and Empty homes are not covered by this policy. A separate Policy covering these respective areas is being developed and will support this policy.</p> <p>Adaptions to the homes of tenants with disabilities is not covered by this policy. A separate policy covering this area is being developed and will support this policy.</p>
Policy Applies to:	This policy and the subsequent arrangements apply to all employed housing staff within New Forest District Council and, where appropriate, tenants, contractors and members of the public.
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## Section 1 Introduction and Key Principles

This policy details the arrangements for the responsive, planned and cyclical maintenance of properties owned by the Council.

The Council is responsible for the maintenance, repair and replacement of the structure and common parts of its properties as set out in the Tenancy Agreement.

The Council will ensure that its maintenance service reflects the following overall principles:

- providing a flexible, convenient and customer oriented repairs service that gives priority to the safety, comfort and convenience of residents;
- repair and maintaining the housing stock to the Decent Homes Standard;
- meeting the Council's legal and contractual obligations;
- ensuring the repairs service meets the performance and quality standards set by the Council;
- ensuring the services provided are cost effective and obtaining the best value for residents from available financial resources;
- ensuring the principles of health and safety and equal opportunities are central to working procedures and practices;
- maximising economic benefits where possible by creating employment and training opportunities in maintenance related work and by purchasing goods and services locally;
- maximising opportunities for resident involvement in determining the quality of the services delivered;
- measuring and monitoring customer satisfaction and make use of the information to continuously improve services.

## Section 2 Legislative and Regulatory Context

In addition to complying with the terms of the tenancy agreement, the Council will ensure that it complies with best practice, relevant policy and statute when repairing and maintaining properties.

### **The Housing Act 2004, which introduced the Housing Health and Safety Rating System (HHSRS)**

The Housing Act 2004 introduced the housing health and safety rating system (HHSRS). The HHSRS is a risk based evaluation tool used to assess potential risks and hazards to the health and safety of occupants from deficiencies identified in residential properties in England and Wales.

The assessment method contained within the HHSRS focuses on the hazards that are present in housing and tackling these making housing healthier and safer to live in and covers 29 categories of hazard.

### **Other Legislation, Approved Codes of Practice and Guidance Notes**

The main legislation, approved codes of practice and guidance notes relating to Landlord responsibilities are set out below:

## Legislation

- a) Building Act 1984;
- b) Building Regulations 2010 (as amended);
- c) BS 7671:2018 Requirements for Electrical Installations – IET Wiring Regulations (18<sup>th</sup> Edition);
- d) Chronically Sick and Disabled Persons Act 1970;
- e) Control of Asbestos Regulations 2012;
- f) Defective Premises Act 1972;
- g) Electrical Equipment (Safety) Regulations 2016;
- h) Environmental Protection Act 1990;
- i) Equality Act 2010;
- j) Gas Safety (Installation and Use) Regulations 1998 (as amended);
- k) The Housing Health and Safety Rating System (England) Regulations 2005;
- l) The Landlord and Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018
- m) The Leasehold Reform, Housing and Development Act 1993;
- n) The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994;
- o) The Secure Tenants of Local Authorities (Right to Repair) Regulations 1994;

## Approved Codes of Practices

- (a) Safety in the installation and use of gas systems and appliances (Gas Safety (Installation and Use) Regulations 1998 (as amended)

## Guidance Notes

- a) Housing Health and Safety Rating System Operating System Guidance 2006;
- b) A Decent Home: Definition and guidance for implementation – June 2006
- c)

## Section 3 Definitions

Term	Definition
Competent Person	Person(s) whilst not required to possess specific academic qualifications but: <ul style="list-style-type: none"><li>a) understand the relevant housing 'Landlord' legislation and responsibilities;</li><li>b) have appropriate training, knowledge and experience in the principles of property maintenance;</li><li>c) understand the hazards, risk and other relevant factors with occupants at special risk within the premises;</li><li>d) if carrying out property safety or maintenance surveys, have appropriate training/experience in this field;</li><li>e) if carrying out property maintenance activities, have appropriate training/experience in their related trade field.</li></ul>

Dedicated Call Centre	Appletree Careline or other contracted 24Hr Call centre.
Do it Yourself	The activity of decorating, building, and making repairs at home by oneself rather than employing professionals.  Abbreviated to <b>DIY</b>
Emergency Response	Works necessary to prevent danger to life or extensive damage to property, or if the problem will have an adverse effect on a medical need.  Abbreviated to <b>E</b>
Housing Health and Safety Rating System	The housing health and safety rating system introduced by The Housing Act 2004 is a risk-based evaluation tool to help landlords identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings.  Abbreviated to <b>HHSRS</b>
Inspection	A visual investigation of a property's condition to establish whether any remedial works are necessary.  Abbreviated to <b>I</b>
Landlord	The owner of property (such as houses, land or apartments) that is leased or rented to another.
Notional Life	The expected life expectancy of a component, fitting, product or repair.
M3 Housing Ltd	M3 was formed in 2004 by experienced practitioners to provide a unique combination of expertise in social housing, surveying and software design. M3 services the National Housing Maintenance Forum, which focuses on advising maintenance practitioners on good practice. M3 organises the NHMF maintenance conference: the biggest of its kind in the UK  Abbreviated to <b>M3NHF</b>
Planned Repair	A planned repair is cyclical maintenance such as painting or planned replacement of sub components.
Priority Response	These are repairs that may affect the comfort of residents and likely to cause damage to the property if not carried out as a priority.  Abbreviated to <b>P</b>
Programmed Works Response	Response to major items of replacement requiring weather or safety dependent work planning  Abbreviated to <b>PW</b>
Routine Response	These are repairs that are not urgent or a priority and includes all minor repairs.  Abbreviated to <b>R</b>
Responsible Person	The 'Responsible Person' is the Landlord.
Responsive Repair	A responsive repair is an item of minor or routine maintenance undertaken in response to a request from a tenant.

Tenant	A person who occupies land or property rented from a Landlord.
Uniclass	Housing repairs software system.
Urgent Response	These are repairs to prevent suffering undue inconvenience or further damage to the property.  Abbreviated to <b>U</b>
Value-added Tax	A tax on the amount by which the value of an article has been increased at each stage of its production or distribution  Abbreviated to <b>VAT</b>

## Section 4 Roles and Responsibilities

The Council will ensure that all Council housing staff are fully aware of their role in meeting the Council's responsibilities as 'Landlord'.

<b>Chief Executive</b>
<p>Responsibility for complying with duties as 'Landlord' rests with the 'responsible person'.</p> <p>The 'responsible person' as Landlord is represented by the Chief Executive together with the Executive Heads who collectively form the 'Executive Management Team'.</p>
<b>Executive Head of Governance and Regulation</b>
<p>The Executive Head of Governance and Regulation has overall strategic responsibility for the Council's approach in maintaining its social housing assets controlled by the Council and is responsible for ensuring that the requirements of the Housing Act 2004, Landlord and Tenant Act 1985 and supporting Regulations are applied and implemented and to nominate one or more persons to act on their behalf to discharge their responsibilities.</p>
<b>Housing Service Managers</b>
<p>The Housing Service Managers are responsible for the overall effectiveness of the Housing Landlord Services Repairs and Maintenance Policy in their areas of responsibility.</p>
<b>Asset Maintenance Manager</b>
<p>The Asset Maintenance Manager is responsible for leading on housing asset management, maintenance strategy and policy. Their role also includes responsibilities for developing planned and cyclical maintenance programmes and maintaining stock condition data and taking responsibility for ensuring the Council's compliance with its landlord statutory duties and obligations, reporting directly to the Service Manager for Housing Maintenance (Asset and Compliance).</p>



### Housing Estates and Maintenance Operations Managers

The Housing Estates Manager, Maintenance Operations Manager, Maintenance Operations (Technical) Manager and Maintenance Delivery Officer are responsible for the detailed arrangements necessary in ensuring that repair and maintenance activities, which are the responsibility of the Council are acted upon in a timely manner within their respective areas of control.

Where contractors are being managed, regular monitoring is to be included to ensure risks that could cause harm or injury have been considered and adequate precautions are in place to minimise risk to as low a level as is reasonably practicable.

### Maintenance Delivery Officer

The Maintenance Delivery Officer is responsible for the day-to-day management and delivery of responsive repairs and maintenance activities, which are the responsibility of the Council in accordance with detailed arrangements and policy.

## Section 5 Tenant Responsibilities

As set out within the Tenancy Agreement, tenants are responsible for:

- reporting repairs to the Council and are required to allow access to their home in order for the work (either responsive or planned) to be carried out;
- the maintenance, repair and replacement of certain minor items within the home;
- providing access for a stock condition survey to be carried out so an assessment of the properties' key components can be obtained, and future works can be programmed;
- providing access for statutory safety inspections to be carried out.

## Section 6 Decent Home Standard

### 6.1 Introduction

The definition of what is a decent home was updated to reflect the Housing Health and Safety Rating System (HHSRS) which replaced the Housing Fitness Standard on 6 April 2006.

The Decent Homes Standard requires properties to meet criteria ranging from general fitness to having modern facilities. For a home to be decent it must achieve the following four criteria:

**1) It meets the current statutory minimum standard for housing**

Dwellings which fail to meet this criterion are those containing one or more hazards assessed as serious ('Category 1') under the HHSRS.

**2) It is in a reasonable state of repair**



Dwellings which fail to meet this criterion are those where either:

- one or more of the key building components are old and, because of their condition, need replacing or major repair; or
- two or more of the other building components are old and, because of their condition, need replacing or major repair.

### 3) It has reasonably modern facilities and services

Dwellings which fail to meet this criterion are those which lack three or more of the following:

- a reasonably modern kitchen (20 years old or less);
- a kitchen with adequate space and layout;
- a reasonably modern bathroom (30 years old or less);
- an appropriately located bathroom and WC;
- adequate insulation against external noise (where external noise is a problem); and
- adequate size and layout of common areas for blocks of flats.

A home lacking two or fewer of the above is still classed as decent, therefore it is not necessary to modernise kitchens and bathrooms if a home meets the remaining criteria.

### 4) It provides a reasonable degree of thermal comfort

This criterion requires dwellings to have both effective insulation and efficient heating.

## 6.2 General principles of application

When applying the Decent Home standard, the Council will apply five key principles:

- a) The long-term sustainability of our housing stock and decisions on which homes to invest in will be made in the context of the long-term demand for the stock;
- b) It is a standard that **triggers action**, not one to which work is necessarily carried out;
- c) Undertake work to make a home decent;
- d) Comply with the current Building Regulations when carrying out works;
- e) In addition to work which contributes to making homes decent, other factors may be considered:
  - Building components may fail early, typically these will be dealt with on a responsive basis;
  - Environmental and security works, which are not included in the decent home standard, but which contribute to creating and sustaining the quality of local environments, may be considered high priority in some areas; and
  - Consider if Lifetime Home Standards are appropriate when carrying out work to properties, and whether the work to be undertaken can be modified to help meet the needs of people with disabilities.

## 6.3 What types of property are covered by the standard?

The standard applies to all types of Council housing stock, including:

- Extra Care Schemes;
- Hostels;
- Dwellings within low to medium rise blocks;
- Standalone Dwellings

## 6.4 A Decent Home

This section provides detailed definitions of each of the four criteria that make up the Decent Home standard.

### 1) It meets the current statutory minimum standard for housing

To be decent, a dwelling will be free of category 1 hazards, and the existence of such hazards will be a trigger for remedial action.

### 2) It is in a reasonable state of repair

A dwelling satisfies this criterion unless:

- one or more key building components are old and, because of their condition need replacing or major repair; or
- two or more other building components are old and, because of their condition need replacing or major repair.

A building component can only fail to satisfy this criterion by being old and requiring replacing or repair. **A component cannot fail this criterion based on age alone.**

#### Building Components

Building components are the structural parts of a dwelling (e.g. wall structure, roof structure), other external elements (e.g. roof covering, chimneys) and internal services and amenities (e.g. kitchens, heating systems). Key building components\* are those which, if in poor condition, could have an immediate impact on the integrity of the building and cause further deterioration in other components.

They are the external components plus internal components that have potential safety implications and include:

Table 1 - Component lifetimes used in the disrepair criterion		
Building components (key components marked) *	Houses and bungalows	All flats in blocks of below 6 storeys
Wall structure*	80	80
Lintels*	60	60
Brickwork (spalling)*	30	30
Wall finish*	60	60
Roof structure*	50	30
Roof finish*	50	30
Chimney*	50	50

Windows*	50	30
External doors*	40	30
Kitchen	30	30
Bathrooms	40	40
Heating central heating gas boiler*	15	15
Heating central heating distribution system	40	40
Heating other*	30	30
Electrical systems*	30	30

Lifts are not considered to be a key component unless the lift or the lift shafts have a direct effect upon the integrity of the building.

If any of these components are old and need replacing, or require immediate major repair, then the dwelling is not in a reasonable state of repair and remedial action is required.

### Old and in poor condition

A component is defined as 'old' if it is older than its standard lifetime. Components are in poor condition if they need major work, either full replacement or major repair.

Table 2: Definition of 'poor condition' used in disrepair criterion	
Definition of 'poor condition'	
Wall structure	Replace 10% or more or repair 30% or more
Wall finish	Replace/repoint/renew 50% or more
Chimneys	1 chimney needing partial rebuilding or more
Roof structure	Replace 10% or more or strengthen 30% or more
Roof covering	Replace or isolated repairs to 50% or more
Windows	Replace at least one window or repair/replace members to at least two (excluding easing or reglazing)
External doors	Replace at least one
Kitchen	Major repair or replace 3 or more items out of 6 (cold water drinking supply, hot water, sink, cooking provision, cupboards, worktop)
Bathroom	Major repairs or replace 2 or more items (bath, wash hand basin, WC)
Electrical system	Replace or major repair to system
Central heating boiler	Replace or major repair
Central heating distribution	Replace or major repair
Storage heaters	Replace or major repair

One or more key components, or two or more other components, must be both old and in poor condition to render the dwelling non-decent on grounds of disrepair. Components that are old but in good condition or in poor condition but not old will not, in themselves, cause the dwelling to fail the standard.

A building component which requires replacing before it reaches its expected lifetime has failed early. Under the terms of the definition, this early failure does not render the dwelling non-decent but should be dealt with on a responsive basis.

Where the disrepair is of a component affecting a block of flats the flats that are classed as non-decent are those directly affected by the disrepair.

### **3) It has reasonably modern facilities and services**

A dwelling is considered not to meet this criterion if it lacks three or more of the following facilities:

- a kitchen which is 20 years old or less;
- a kitchen with adequate space and layout;
- a bathroom which is 30 years old or less;
- an appropriately located bathroom and WC;
- adequate external noise insulation; and
- adequate size and layout of common entrance areas for blocks of flats.

The ages used to define the 'modern' kitchen and bathroom are less than those for the disrepair criterion. This is to take account of the modernity of kitchens and bathrooms, as well as their functionality and condition. This allows for dwellings to be improved to a more modern standard than would simply be achieved by applying the disrepair criterion.

An inappropriately located bathroom and WC is one where the main bathroom or WC is located in a bedroom or accessed through a bedroom (unless the bedroom is not used, or the dwelling is for a single person). A dwelling will also fail if the main WC is external or located on a different floor to the nearest wash hand basin, or if a WC without a wash hand basin opens on to a kitchen in an inappropriate area, for example next to the food preparation area.

Inadequate size and layout of common entrance areas for blocks of flats would be one with insufficient room to manoeuvre easily for example where there are narrow access ways with awkward corners and turnings, steep staircases, inadequate landings, absence of handrails, low headroom etc.

### **4) It provides a reasonable degree of thermal comfort**

Requires a dwelling to have both efficient heating; and effective insulation. Efficient heating is defined as any gas or oil programmable central heating; or

- electric storage heaters; or
- programmable LPG; or
- solid fuel central heating.

Because of the differences in efficiency between gas/oil heating systems and the other heating systems listed, the level of insulation that is appropriate also differs:

- For dwellings with gas/oil programmable heating, cavity wall insulation (if there are cavity walls that can be insulated effectively) or at least 50mm loft insulation (if there is loft space) is an effective package of insulation; and;
- For dwellings heated by electric storage heaters/LPG/programmable solid fuel central heating a higher specification of insulation is required of at least 200mm of loft insulation (if there is a loft) and cavity wall insulation (if there are cavity walls that can be insulated effectively).

## 6.5 Working in accordance with tenants' wishes

The Decent Home Standard Guidance recognises that whilst its purpose is to ensure that all tenants have access to a minimum standard of housing that, tenants may have other priorities and these need to be considered.

Some tenants may express their wish that they do not want their kitchen and or bathroom modernised. This work need not be done as the standard is sufficiently flexible for homes to be without two of the components in the modernisation list and still be classed as decent.

Where an individual tenant does not want work carried out on their home to bring it up to the Decent Homes standard, then the home will remain below the standard until the property is vacated, at which point the necessary work will be undertaken. Tenants will be required to sign a Decent Homes 'Expression of Wish' disclaimer – Appendix 1. Exception to this is where works are required to maintain the structural integrity of the dwelling or to prevent other components within the dwelling from deteriorating, or where a category 1 hazard must receive early attention.<sup>1</sup>

<sup>1</sup> Paragraph 6.9 – 6.11 of A Decent Home: Definition and guidance for implementation

## Section 7 Planned and Cyclical Maintenance

### 7.1 Introduction

To achieve the stated objectives of this Policy, the Council will develop an annual planned and cyclical maintenance programme.

### 7.2 Developing the Planned Maintenance Programme

The planned maintenance programme includes all planned programmes of repair to homes and all planned programmes of improvement.

The Council will use the following information to plan and develop its planned maintenance programmes:

1. information from a periodic stock condition survey;
2. retention of asset information relating to each property for the following:

- condition of property's elements;
- expected component lives;
- information about asbestos present in the property;
- information about the energy performance of properties;
- Housing Health and Safety Rating System (HHSRS).

In developing its annual planned maintenance programme the Council will consider the following:

- the impact of the programme to the tenant;
- the current condition of the property against the standards required;
- budgetary constraints;
- the impact on other maintenance work streams.

The Council will publish information about its planned maintenance programme each year. This will include details of the works to be undertaken and the areas that will benefit from the work. The information will be published in Hometalk and on the Council's website.

The Council will achieve value for money in delivering planned maintenance programmes by tendering contract opportunities, entering into partnering arrangements with contractors and benchmarking in-house direct labour work against the M3 National Housing Federation Schedule of Rates.

Information about contracts awarded and partnering arrangements will be published on the Council's website.

### 7.3 Enabling Tenant Choice

Where the Council undertakes major repairs or works of improvement it will offer the tenant of the property choice of selected finishes. This will apply to the:

- the door and worktop finishes of kitchen units;
- colour of floor coverings;
- colour of external doors;
- colour of external walls.

### 7.4 Cyclical Maintenance Work

Cyclical maintenance works are programmes which are repeated at regular intervals. The Council will undertake the following programmes on a cyclical basis:

- external surfaces of the property that require an applied finish to maintain its weather tightness (on a five-yearly cycle);
- landscaping and grounds maintenance of communal gardens and of open ground on estates;
- equipment maintenance;
- all statutory servicing requirements;
- gas servicing;
- electrical condition inspections;
- portable fire equipment;
- fire systems;
- water storage systems;
- lifts;

- safety equipment;
- welfare equipment;
- door entry systems

At the beginning of each financial year, the Council will agree a schedule of cyclical service contracts for its properties. The schedule will be developed from the Council's asset management information and will be prioritised against the following factors:

- the impact to the resident;
- the current condition of the property;
- long term impact of not servicing the property/equipment;
- budgetary constraints;
- the impact on other maintenance work streams.

The Council will publish general details of the properties that will benefit from the cyclical maintenance programme each year. This will include details of the works to be undertaken and the areas that will benefit from the work. The information will be published in Hometalk and on the Council's website.

All statutory service contracts will be carried out in accordance with the relevant legislation. The Council will keep appropriate records for inspection and verification by the appropriate inspectors.

Once the schedules have been set, the Council will manage the service contracts appropriately to ensure excellent customer satisfaction.

The Council will achieve value for money in delivering cyclical maintenance programmes by tendering contract opportunities, entering into partnering arrangements with contractors and benchmarking in-house direct labour work against the M3 National Housing Federation Schedule of Rates.

## 7.5 Appointments

Where planned and cyclical maintenance works require access to the tenant's home, the Council will write to the tenant providing them with notice of the intended commencement of the work, its anticipated impact and the contact details of the contractor who will be undertaking the work and Council officer in control of administering the contract.

The Council's contractor undertaking the work will arrange any appointments with the tenant.

Tenants will be given at least one week's notice prior to a contractor carrying out the work.

## 7.6 Quality Control

The Council believes that the quality of its maintenance service is extremely important, not only to ensure the health, safety, comfort and satisfaction of its residents, but also to protect the fabric and value of its property.

The Council's Officers and Clerk of Works, in partnership with residents, are responsible for monitoring the standard of work carried out.



All residents who receive maintenance works will be encouraged to participate in a customer satisfaction survey after the works have been completed. A sample of telephone surveys will also be carried out to help assess the performance of the works.

The Council will ensure that a relevant sample of completed works is inspected. The sample will be decided monthly based on the contractor's overall performance against agreed targets and identification by tenants of poor performance through satisfaction monitoring. There will also be random sampling of works in progress to ensure quality and contractor compliance with the Specification of Works. Any performance issues arising from the post inspection process will be resolved by the responsive repairs or planned maintenance team and outcomes reported as part of the Council's performance management reporting process.

Where a resident records dissatisfaction with the quality of any works carried out to their home or the attitude/performance of the contractor (either during the work or after completion), this will be referred to the responsive repairs or planned maintenance team who will investigate promptly and initiate any appropriate remedial action. They will also ensure that the resident is kept informed of any action being taken.

The Council's complaints policy is also available to any resident who is dissatisfied with the maintenance works provided.

## **7.7 Risk implications**

A failure to effectively repair and maintain properties will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

The failure to effectively manage the planned and cyclical maintenance programme could potentially lead to damaging under or overspends on the planned and cyclical maintenance budget.

## **7.8 Financial implications**

An annual planned and cyclical maintenance budget will be required to implement and support this policy.

A clear business case (Gateway stage one) will be demonstrated prior to approval being given for all planned or cyclical maintenance work.

The Council will ensure that it has systems in place to effectively manage the planned and cyclical maintenance programme, ensuring that all available funds are fully utilised and that overspends are avoided.

# **Section 8 Responsive Repairs**

## **8.1 Introduction**

The Council will provide an effective responsive repairs service to its tenants and leaseholders to ensure that their rights to the enjoyment of their homes are not disturbed and that the value of the Council's assets are maintained.

## 8.2 Tenant damage

Tenants are responsible for all damage caused by themselves, or someone else in their home, including visitors. New Forest District Council will carry out emergency works to make safe (and recharge the tenant), but the tenant is responsible for arranging all other repairs.

## 8.3 Tenant repair responsibilities

Tenants are responsible for keeping the inside of their home clean, free from defects, properly decorated, heated, ventilated and maintaining the garden (including cutting hedges).

They are also responsible for:

- Replacing lost keys and changing locks if they are locked out (these works may be carried out by Housing maintenance and recharged);
- Connecting and disconnecting their own appliances (e.g. cookers, washing machines, etc.). This must be carried out by a suitably qualified person. Drainage, water and electrical supplies will be provided by the Council;
- Replacing light bulbs, fluorescent tubes and starters (except for sealed 2D-fittings in bathrooms and bulbs to Council owned electric fires);
- Paths and patios, except for principal access paths;
- Adjusting doors to fit carpets;
- Filling minor holes and cracks and decorating internally;
- Providing curtain battens and tracks;
- Television aerials and satellite dishes, except where there are communal systems to blocks;
- Provision of dustbins and clothes drying facilities, except where provided in communal blocks;
- Plugs for sinks, basins and baths;
- Toilet seats, lids and hinges;
- Trying to clear blocked wastepipes or toilets;
- Sweeping chimneys (except to properties with only solid fuel heating);
- Pest control to eradicate infestations such as rats, ants, fleas, wasps or bees within the boundary of their property;
- Maintaining any fences erected by themselves or a previous tenant (subject to mutual exchange liability arrangements);
- Maintaining gardens and cutting hedges;
- Replacing cracked or broken glass, except where a crime number can be given;
- Maintaining any other tenant alterations or improvements.

## 8.4 Reporting repairs

Tenants can report repairs to the Council in any of the following ways:

- by telephone to Customer Services (during office hours) on (023) 8028 5222;
- by telephone to our Emergency Service (out of office hours) on (023) 8028 5250 or 07771 259098;

- by email (customer.services@nfdc.gov.uk);
- by Web Chat ([www.nfdc.gov.uk](http://www.nfdc.gov.uk)) Housing Repairs and Maintenance.

## 8.5 Repair Categories and Target Timescales for their completion

The Council has established categories of responsive repair, these are:

Category	Target	Response	Repair
E	3 hours	<b>Emergency</b> Response to make safe/temporary repair only	Work necessary to prevent danger to life or extensive damage to property, or if the problem will have an adverse effect on a medical need.
U	24 hours	<b>Urgent</b> Prevent suffering undue inconvenience or further damage to property	Loss of hot water (31 <sup>st</sup> Oct – 1 <sup>st</sup> May) Loss of heating (31 <sup>st</sup> Oct – 1 <sup>st</sup> May) Defective light fitting to kitchen, bathroom or stairway; Replacement WC pan, where only 1 WC; Restore flush to WC; Defective external door locks
P	5 working days	<b>Priority</b> These are repairs that may affect the comfort of residents and likely to cause damage to the property if not carried out as a priority	Examples of urgent repairs would include:  Renew light fitting; Repair leaking pipe in the property; Unblock drain; Rain penetration; Loss of hot water (1 <sup>st</sup> May – 31 <sup>st</sup> Oct) Loss of heating (1 <sup>st</sup> May – 31 <sup>st</sup> Oct)
R	20 working days	<b>Routine</b> Includes all other minor repairs	All other general repairs
PW	90 working days	<b>Programmed Works</b> Major items of replacement or requiring weather or safety dependent work planning	External repair and painting; Re roofing; Chimney, wall or other masonry repairs;
I	28 working days	<b>Inspection</b> Repairs requiring inspection to ascertain nature and to control budgets	Damp and mould; Fencing and gates; More complex repairs

## 8.6 Appointments

The Council's repairs system 'Uniclass' was launched in February 2016 which records and manages the workflow of repairs from appointment to scheduling.

When repairs are ordered the target timescale for completion is determined by the repair category and Tenants will be offered the first available appointment timeslot which are predefined as:

ALL DAY	08:00 – 16:30
AM	08:00 – 12:30
SCHOOL RUN	09:30 – 14:30
PM	12:00 – 16:30

Tenants will be provided with the option to opt in to our repairs mobile text messaging service. This service provides mobile text message alerts at key stages in the repair cycle:

- confirmation of repair appointment;
- 24 hours pre-repair appointment reminder;
- on route.

A Repair ordered will confirm the following details:

- a summary of the repair ordered;
- contact name, address and telephone number for which the repair relates;
- the timescale for completing the repair.

Should a tenant wish to rearrange an appointment, they are able to contact Customer Services.

## 8.7 Quality Control

The Council believes that the quality of its maintenance service is extremely important, not only to ensure the health, safety, comfort and satisfaction of its residents, but also to protect the fabric and value of its property.

All Council Officers, in partnership with residents, are responsible for monitoring the standard of work carried out.

A sample of surveys will be carried out to help assess the performance of the works and residents are encouraged to participate to assist the Council in improving the services provided to residents.

Should a resident be dissatisfied with any service work carried out to their home, this will be investigated by a Housing Maintenance Officer, who will ensure that any necessary remedial works are carried out.

The Council's complaints policy is also available to any resident who is dissatisfied with the maintenance works provided.

## 8.8 Risk implications

The failure to effectively repair properties will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

A failure to undertake a repair within the target timescale could expose the Council to a claim for compensation under the Right to Repair scheme and a claim for compensation to cover the costs of damage to personal effects.

## 8.9 Financial implications

An annual responsive repairs budget is required to implement and support this policy. This is agreed as part of the Council's budget setting process.

# Section 9 Boundary Walls, Fencing and Gates

## 9.1 Principles

Under the terms of the Tenancy Agreement for Council properties, the Council is responsible for maintaining Boundary Walls, Fencing and Gates within its ownership. The Tenancy Agreement does not, however specify the type of Boundary Walls, Fencing and Gates to be provided.

Boundary Walls, Fencing and Gates do not form part of the Decent Homes Standard and does not therefore comprise part of the statutory standards for the provision of social housing.

Whilst the Council has a statutory duty to denote the boundaries to its properties, the Council will take a pragmatic approach to Boundary Walls, Fencing and Gate repairs to boundaries that are the responsibility of the Council.

Consideration will be given to the existing type and make-up of the wall or fencing line, and where financially prudent to do so, will repair like-for-like.

The Council will only maintain walls, fencing and gates that were installed by the Council or where the Council as Landlord assumed responsibility for additions or installations by previous tenants prior to re-letting.

Repairs and replacement of walls, fencing and gates will be classed as a Category 'P' repair, unless there is risk to cause harm or injury.

## 9.2 Boundary Walls

The maintenance of existing walls will be carried out through the responsive repairs service or through planned programme of works.

Where it is not practical to re-build a wall due to financial or practical reasons, e.g. tree roots or repeated rebuilding etc. the walls will not be rebuilt and the Councils fencing policy will take effect.

The erection of new boundary brick walls, will in general, only be considered as part of a capital investment programme or regeneration programme. The erection of a boundary wall outside of a capital works or regeneration programme will only be considered in exceptional circumstance.

## 9.3 Fencing

In circumstances where the fencing line is beyond economic repair in its entirety the Council will adopt the following standard replacement:

### 1. Rear Gardens

Close boarded fencing with concrete posts (normally 1.8 m in height) where the rear or side boundary adjoins a highway, public footpath or public area of open space, subject to Planning constraints or covenants.

Close boarded fencing with concrete posts (normally 1.8 m in height) for boundaries between Council owned neighbouring gardens, and boundaries to “rear access” footpaths used by residents of the adjacent properties.

In cases where a small amount of other fencing types in rear gardens requires repair or partial replacement (and the cost is less than replacing the whole fence with close boarded fencing), the fencing will be repaired or partially replaced generally with the same type of fencing, at the Council's discretion.

### 2. Front Gardens

The existing type of fencing (normally palisade, chain link or close boarded fencing 0.9m in height) is replaced, where possible, with the same type of fencing to “match” adjacent properties.

## 9.4 Gates

The Council will replace, when beyond economical repair, front, side and rear gates, where originally fitted when built, with timber gates to match where possible, adjacent properties.

Metal gates will not be maintained and will be replaced with timber gates when beyond economical repair.

# Section 10 Rechargeable Repairs

## 10.1 Introduction

The Council aims to maximise its financial resources to enable improvements to be carried out to homes and services. The Council will ensure that tenants meet the costs of repairs they have responsibility for.

## 10.2 Statement of Intent

The Council aims to identify and recover the cost of those works that are the responsibility of tenant's as a result of damage, neglect or oversight. The Council also aims to recover costs arising as a result of damage by a third party to its property.

It is not the Councils' intention to make a profit from rechargeable works, but only to recover our costs and ensure tenants remain responsible for their acts or omissions.

The Council encourages tenants to arrange their own adequate home contents insurance cover which they may claim against in the event of any damage which would fall under their repairing responsibilities.

### 10.3 Rechargeable Repairs

In most circumstances the Council will carry out repairs to a tenant's property at no charge in accordance with the Landlord and Tenant Act 1985 (as amended). However, in some circumstances tenants will have to pay for the repair themselves. This will be for any repairs that are caused by damage to fixtures and fittings, internally or externally, by a tenant, a member of the tenants' household, any visitor to the tenants' property or other third parties or agencies which cannot be attributed to normal wear and tear through the duration of their tenancy. These are known as rechargeable repairs and is covered within Section 11 of the Landlord and Tenant Act 1985 where landlords are not required to carry out repairs caused by the tenant's failure to use the property in a "tenant-like" manner.

They also include repairs which are the tenant's responsibility, as detailed in the Tenancy Agreement, and include repairs to communal areas.

The Tenancy Agreement sets out tenant's responsibilities for repairs, these are:

- (a) Report any damage or repairs required to the property or common areas;
- (b) Upon reasonable notice, allow employees of the Council or Contractors into the property to inspect it or carry out required repairs;
- (c) Use the house in a proper manner and keep it in good condition;
- (d) Maintain anything installed or improved by you;
- (e) Decorate the inside of the property, ensuring that the decorations are maintained to a reasonable standard;
- (f) Replace light bulbs, tubes and starters for fluorescent lighting, electric plugs and fuses;
- (g) Replace batteries in and test smoke detectors when required;
- (h) To obtain written permission to carry out any alterations or additions to the property;
- (i) Pay for any damage caused by you, members of your household, pets or visitors;
- (j) Pay for any costs associated with neglect by you, members of your household or visitors;

To provide adequate access to the area of repair i.e. removal/replacement of carpet, laminate flooring, possessions, appliances and furniture



Costs will be recovered using a fair and consistent approach and items to be recharged could include, but are not limited to, the following:

- Malicious damage to a property beyond normal wear and tear;
- Replacement of door locks where the tenant is locked out;
- Removal of items left in communal areas which are in breach of fire safety law;
- Repairs or replacements where tenants have undertaken their own repairs or made improvements without the required permission;
- Items removed from gardens, including removal of bulk refuse.

A recharge may also have to be paid when a tenant has ended their tenancy and the Council carries out works to bring the property up to an acceptable letting standard in line with the void minimum letting standard. Generally rechargeable repairs will be identified at the earliest opportunity in accordance with our Pre-void Inspection Procedure. However, sometimes recharges may not be identified until the tenancy has ended or the property has been emptied.

## 10.4 Policy

It is Council's policy is to take payment for rechargeable works prior to ordering, however, there will be circumstances where this is not possible. These include where the tenant has no means to pay, during void works and where the tenant is in a vulnerable situation and works are needed to resolve the situation.

Where a tenant is considered vulnerable, the Council will consider whether it is appropriate to apply a recharge. If the repair has no bearing on the individual's vulnerability, the Council reserves the right to apply the recharge. Vulnerable Adult can be defined as:

- is in Extra Care Housing and in receipt of care;
- receives domiciliary care;
- receives any form of health care;
- is detained in lawful custody;
- by virtue of an order of a court, is under supervision per Criminal Justice Act 2003 sections regarding community sentences;
- receives any service or participates in any activity provided specifically for persons who has needs because of age, has any form of disability or has a prescribed physical or mental problem. (Dyslexia, dyscalculia and dyspraxia are excluded disabilities);
- has payments made to him/her or to an accepted representative in pursuance of arrangements under Health and Social Care Act 2012, and/or requires assistance in the conduct of own affairs.

The Council will not recharge repairs associated with the safeguarding of a household relating specifically to domestic violence.

In relation to this policy, a tenant may be considered vulnerable because of circumstances relating to the proposed rechargeable works, an example of this would be when a tenant is locked out of their home and requires access to their medication indoors. In these circumstances, vulnerability might result in the works being completed before payment can be made, but the Council reserves the right to subsequently apply the recharge.

Where a tenant/former tenant does not pay for works prior to ordering, and they fall into the categories outlined above, the Council will raise an invoice for recovery later.

The decision to write off any recharge will be made in line with the Council's Financial Regulations.

The Council may undertake emergency repairs for health and safety purposes, such as to secure a property or to prevent further damage. The initial emergency repair visit and any subsequent visits may be considered rechargeable to tenants.

Tenants may have the freedom and opportunity to find alternative contractors where practical. When considered necessary a Surveyor from the Council's Housing Maintenance team will arrange to inspect the works after they have been completed by alternative contractors. The Council reserves the right to correct and recharge for work, where the Council is not satisfied with the standard of work undertaken, or where it constitutes a category 1 hazard under HHSRS.

## 10.5 Charges

The Council will ensure, using best endeavours, that all communication relating to recharges are transparent, open, complete and concise.

To ensure the burden of administrative costs does not out way those Tenant recharges the Council is seeking to reclaim, and to promote clarity and simplicity, the Council will charge set payments (Including VAT) for routinely charged minor repairs both during and outside normal working hours.

The Council will charge the fixed payments set out below (Including VAT) for routinely charged minor repairs:

Response	Rate £	V.A.T £	Total £
During working hours	55.88	11.18	<b>67.05</b>
Outside working hours	89.41	17.88	<b>107.29</b>

For all other non-routine or major repairs i.e. void works, clearance, etc, the Council will use the M3NHF Schedule of Rates to calculate payment. A list of standard schedule charges can be found at (Appendix 2).

The schedule of charges is not exhaustive, but covers those most commonly used, using the following formula:

$$(\text{Time X Labour Rate}) + (\text{Materials}) + (30 \text{ mins Travel Time X Labour Rate}) + \text{VAT} = \text{£}$$

## 10.6 Payment

The Council's policy is to take payment in full for rechargeable works prior to ordering, wherever possible. The following options are available:

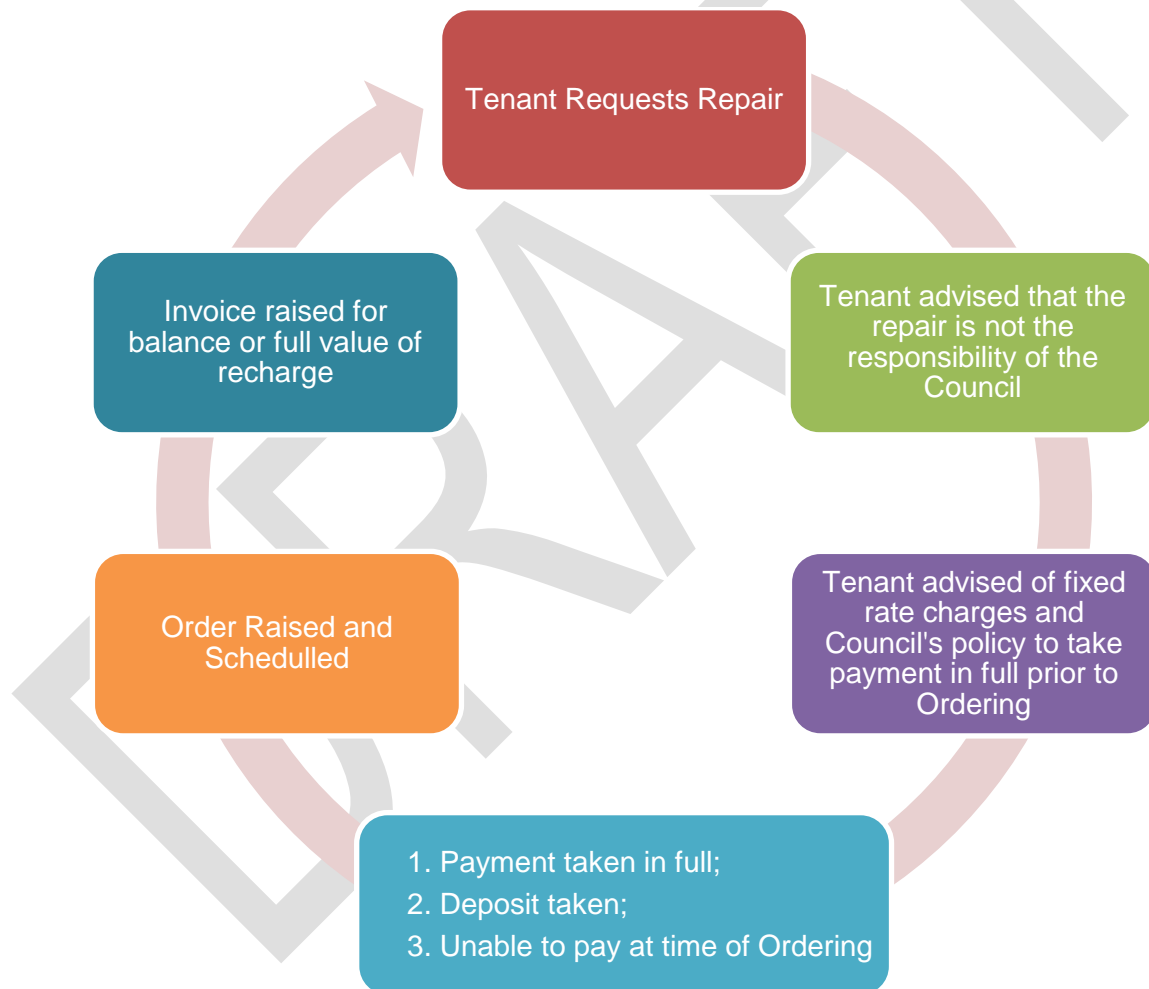
1. Pay the recharge in full at the time of booking the repair via telephone debit or credit card payment;
2. Pay a 'deposit' towards the recharge at the time of booking the repair via telephone debit or credit payment. The Council will raise an invoice for the balance of payment;
3. If the customer is unable to make payment for the recharge at the time of ordering, the Council will raise an invoice for the full balance of payment due.

Where an invoice is raised in full or in part for a rechargeable repair, Tenants can make payment:

1. At a local Council office by cash or via debit or credit card;
2. Over the telephone via debit or credit card;
3. Direct debit payment plan, subject to agreement by the Council;
4. Informal payment plan, subject to agreement by the Council.

The Council will generally not allow a tenant to transfer to another Council property with an outstanding recharge on their account. The exception is where there are sound management reasons that override the need to repay the recharge. The outstanding recharge will remain with the tenant following the move.

## 10.7 Process



## Section 11 Leased and Leasehold Properties

### 11.1 Introduction

The Council aims to deliver efficient and cost-effective services to its leaseholders, i.e. those households who have previously exercised their Right To Buy. The purpose of this Policy is to provide clarity and consistency to customers and staff by outlining clearly the responsibilities and obligations of leaseholders and our approach to delivering our contractual obligations.

The Council is committed to providing the same standard of service and customer care to both tenants and leaseholders.

## **11.2 Legislation and Guidance**

The Council will always meet legislative requirements and its decisions will be in accordance with:

- a. The Commonhold and Leasehold Reform Act 2002; (also introduced the Right to Manage for long leaseholders and extends the jurisdiction of Leasehold Valuation Tribunals.)
- b. The Human Rights Act 1998;
- c. Equality Act 2010;
- d. The Landlord and Tenant Act 1985 in respect of service charges;
- e. The Leasehold Reform Housing and Urban Development Act 1993 in respect of collective enfranchisement and lease renewals;
- f. The Landlord and Tenant Act 1987 in respect of the variation of leases;
- g. The Law of Property Act 1925 and the Housing Act 1996 in respect of forfeiture for breach of a covenant or condition of a lease;
- h. The Leasehold Reform Act 1967 in respect of extending the right to enfranchise;

## **11.3 The Council's responsibility to the Leaseholder**

The Council will meet its responsibilities as the freeholder including:

- Repairing and maintaining the structure and exterior and any common parts of the building and property;
- Providing adequate insurance cover for the structure, common parts and any amenities which are the responsibility of the Council;
- Ensuring the provision of services to common parts such as landlord lighting, cleaning, grounds maintenance, grass cutting and repairs and maintenance;
- Providing a general management service.

## **11.4 The Leaseholder's responsibility to the Council**

Leaseholders are bound by the terms of their lease. The lease includes obligations in terms of:

- Making payment when due;
- Seek permission for all works that require the Council's permission under the terms of the lease;
- Behaviour in relation to neighbours.

## 11.5 General Leasehold Management

- i. The Council will comply with legislation relating to leasehold management and service charges;
- ii. The Council expect that leaseholders will be provided with a copy of their lease by the solicitor acting on their behalf when they purchased their home. If copies are required these can be obtained from the Land Registry or from the Council;
- iii. The Council will collect all monies due for services provided to leaseholders under the terms of their lease;
- iv. If a leaseholder is experiencing financial hardship the Council will signpost them to appropriate agencies to provide financial advice and guidance;
- v. The Council will provide all new leaseholders with a copy of the Leaseholder handbook which contains key information and advice regarding the services they can expect to receive;
- vi. Leaseholders will receive prompt annual bills and when applicable quarterly bills for repairs and other services provided;
- vii. Leaseholders will receive a statement of their account annually to ensure that they are kept up to date with the balance of their account, or as an alternative be given online access to that information;
- viii. Relevant information will be sent to leaseholders to inform them about the work of the Council.

### Service Charges

Leaseholders are responsible for paying their share of the Council's costs for repairing and maintaining the exterior and communal areas relating to their home. The most common service charges that leaseholders are responsible for include: ground rent, insurance, communal grounds maintenance, caretaking and cleaning services, door entry systems, communal gas/electric, repairs to internal and external communal areas, repairs before repainting, repainting, management and administration fees.

The types of ad hoc services which leaseholders also have a responsibility to pay a proportion of include:

- Fly Tipping;
- Communal Window cleaning;
- Communal bins and bin storage area;
- Communal water;
- Communal CCTV service maintenance and wear and tear;
- Communal heating / boiler service maintenance;
- Communal roads pathways and parking areas maintenance;
- Communal carpet/flooring renewal (wear and tear);
- Communal aerials maintenance and wear and tear;
- Communal rooms furniture and equipment;
- Sewage treatment and pump facilities maintenance and wear and tear;
- Lifts & lifting equipment maintenance and wear and tear;
- Communal Stair lift maintenance and wear and tear;
- Fire alarms / emergency lighting & equipment (including Sprinkler System);
- Maintenance and wear and tear;

- Door-entry systems maintenance and wear and tear;
- Laundry equipment maintenance and wear and tear;
- Communal white goods wear and tear;
- Any other services - This is intended as a general guide and not an exhaustive list.

## 11.6 Repairs and Maintenance

- i. The Council will maintain the external fabric of the building and shared communal areas in accordance with lease obligations. This will include day to day repairs, cyclical maintenance and major works. Under the terms of the lease we will charge leaseholders for their share of the costs;
- ii. A leaseholder may be entitled to a loan to help pay for major works subject to qualifying conditions. Under the Housing (Service Charge Loans) Regulations 1992 Right to Buy, leaseholders who have bought under the provision of the Housing Act 1985 have the right to request a loan from the Council within the first ten years of their lease;
- iii. The Council has appropriate arrangements to maintain the building and keep the common parts of buildings in good repair in accordance with our lease obligations. This includes day-to-day repairs, cyclical and periodic maintenance and major improvement works. Where appropriate, Section 20 consultation procedures will be followed;
- iv. Leaseholders are encouraged to report repairs or maintenance issues required to communal parts;
- v. The Council has appropriate arrangements in place should repairs be required for emergencies.

## 11.7 Major Works Consultation

The Council will ensure that leaseholders are fully consulted in compliance with section 20 of the Landlord and Tenant Act 1985 (as amended). This requires consultation with leaseholders on proposed major repairs or improvements for which they are required to pay and proposed changes to contracts for long term maintenance services. This means that when repair work is likely to incur costs above the limit prescribed by legislation, the Council will consult affected leaseholders before entering into contracts or starting works itself. The Council acknowledges that if it does not follow these procedures its right to recover the full costs of the work may be limited.

The Council will consult affected leaseholders about the extent and costs involved in offering any optional services.

The Council will also consult affected leaseholders when it is proposing changes in arrangements for current maintenance, management, or service provision.

## 11.8 Leaseholder Improvements

Leaseholders are responsible for maintaining and repairing the internal parts of their home including the maintenance of fixtures and fittings.

The Council encourage and support leaseholders wishing to improve their homes. Leaseholders are required under the terms of their Lease to obtain written consent from us to make any

alterations or improvements. Where permission is refused, we will set out the reasons in writing for our decision.

Leaseholders will not be given permission for any alteration or improvement that:

- a. Creates a risk to the health and safety of others;
- b. Encroaches upon land not defined in the lease;
- c. Prevents light or air reaching other residents;
- d. Affects the legal rights of other residents (for example a right of way);
- e. Reduces or restricts access to other neighbouring properties;
- f. Makes maintaining neighbouring properties more difficult or expensive;
- g. Impacts on the structure or changes the appearance of the building or the shared or communal parts in any way;
- h. Makes the property or part of the property dangerous or unstable;
- i. Invalidates the Council's Building Insurance.

Work should not begin until consent has been granted.

Any written consent given will be on the condition that the leaseholder has provided full details of the proposed works and subject to meeting conditions such as obtaining planning permission, building regulations, or other statutory requirements.

The future maintenance of any improvement or alterations to the property will be the responsibility of the leaseholder. If any damage is caused to adjacent properties due to any works carried out by the leaseholder, they will be responsible for the costs of making good or the Council putting it right.

Leaseholders who fail to get authorisation for works which subsequently would not be authorised (for reasons outlined in a-i above) will be required put things right within a reasonable timescale at their own expense. Failure to do so is a breach of the lease obligations.

The Council reserves the right to put things right using legal redress where appropriate.

### **Breaches of the Lease**

We will take appropriate action which may include taking legal action if we become aware that a leaseholder is in breach of any of the terms of their lease relating to their repairing obligations. Such breaches may include:

- a. Unapproved alteration or improvement works;
- b. Failure to pay service charges;
- c.
- d. Failure to maintain the property or damage caused thereto; or
- e. Failure to allow council employees, contractors, or agencies access to inspect or repair.

If a leaseholder does not remedy the breach of their lease, we may consider, as a last resort, applying for forfeiture of the lease.

## **11.9 Fire Safety**

The Council takes Health and Safety seriously and recognises that living in a block of flats (where residents may share a communal entrance, stairwell, corridors, landings, bin and shed stores, and



drying areas) poses a higher risk than for those leaseholders of homes with their own private entrance and facilities, especially in relation to fire safety.

The Council will take prompt and appropriate action to resolve any risks caused by leaseholders or their sub tenants. The Council will involve the Local Fire and Rescue Authority at such times as a serious risk is identified.

## Section 12 The Right to Repair Scheme

### 12.1 Introduction

The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133, sets qualifying times for certain qualifying repairs and requires all local authorities to advise tenants who are reporting any of the qualifying repairs of:

- their rights under the Right to Repair Scheme;
- the timescales set out in the Right to Repair Scheme to complete the repair (either 1, 3 or 7 days);
- the details of a second contractor should the Council's main contractor fail to undertake the work within the required timescale

The Right to Repair provides tenants with a right to receive a prescribed amount of compensation, should the Council's contractor fail to undertake the repair within the qualifying time.

### 12.2 Implementing the Right to Repair Scheme

The Council will implement the Right to Repair Scheme by:

- ensuring that information about the Right to Repair Scheme is available on the Council's website;
- advising tenants who are reporting qualifying repairs of their rights under the Right to Repair Scheme;
- providing compensation to tenants where they have enacted their rights and we have failed to undertake repairs within the qualifying time, at the levels prescribed.

### 12.3 Risk implications

A failure to meet a tenants' statutory right will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

The failure to meet a statutory right could potentially leave the Council open to Court action and a claim for compensation.

## Section 13 Tenant's Improvements or Alterations

## 13.1 Rights to Home Improvements

Tenants have the right to request permission to make improvements to their property, which the Council cannot unreasonably refuse. Home improvements opportunities are a benefit for our tenants and not a right, so the length of the tenancy and the occupant's conduct can be considered when making the decision.

The Housing Act 1985, Section 97(1) states that secure tenants must obtain written permission from their landlord before carrying out *any* alterations to the property they rent.

- All property improvements must meet the Council's health and safety standards and Building Regulations;
- Alterations that may need to be removed at the end of the tenancy should not be approved unless it forms part of a disability adaptation;
- Home improvements must not de-value the property; adversely affect the accommodation or the ability to re-let the property;
- Work must be carried out by competent individuals so as not to cause undue expense or expose unreasonable maintenance costs to the Council in the future;
- The Council will inspect work upon completion and reserves the right to correct and recharge for work, where the Council is not satisfied with the standard of work undertaken;
- Tenants will be responsible for future maintenance;
- Tenants will not be permitted to carry out any works which will result in a charge against the property or utility bills (e.g. Green Deal works).

The applicant is required to submit to the Council full details of the proposed works, including any necessary drawings, calculations, and other details as the Council may require. The Council may grant consent for the alterations but may make alterations to the submitted proposals, as they think appropriate.

No work shall commence until the Council receives written acknowledgement of the applicant's acceptance of these terms and conditions.

The tenant is to ensure that the work complies with all statutory requirements under the current Building Regulations in respect of structural stability and fire resistance and obtain any Building Regulations approval and Planning consent that may be necessary. Gas and electrical installations must be carried out by a competent and approved tradesperson registered under a Self-Certification Scheme. i.e. Gas Safe Register, NICEIC or equivalent.

## 13.2 DIY

Tenants are permitted to carry out improvement works to their homes themselves provided they can prove to the Council their level of competency. It is at the discretion of the Council whether they will permit tenants to undertake their own works or hire independent contractors, depending on the size of the alterations and experience of the tenant. In some instances, the Council will insist that a contractor, with relevant insurances, undertakes the work because the risk of injury to persons or property may be too high and the applicant could not cover the risk themselves.

## 13.3 Improvements completed without permission

Tenants may have made improvements to their home without the Council's knowledge. In these instances, it is at the discretion of the Council whether they will accept and issue retrospective permission for the changes or request that the property is reinstated to its original condition.

A full property inspection will be undertaken by surveyors/building control to ensure the safety of the building and that it meets current building standards before a decision is made, this will be at the cost of the tenant.

Tenants will be charged for any damage they have caused and for the cost of returning the property to its original condition if required. Where acceptable improvements have been made to the property, the Council may make an agreement with the tenant to maintain the alteration(s), provided it meets certain health and safety requirements. The decision to maintain a tenant's home improvements will be made by a Housing Maintenance Service Manager. If alterations are approved, the decision is made on the basis that they will be left in place when the tenancy comes to an end. However, removal of such alterations during the void process (in order to re-let the property) will result in the outgoing tenant being re-charged for the cost of the alteration.

## **13.4 Building Control**

Property improvements must conform to Building Regulations and be approved by building control where relevant, as a condition of any Landlord's approval. Failure for property changes to meet set standards will result in the alterations being removed at the tenant's cost. Some discretion may be shown in instances where minor alterations, at the cost of the tenant could make the work comply with building control standards.

## **13.5 Planning Applications**

Clarity is needed about the Council's duties as Landlord and the Development Control process. The landlord cannot grant planning permission. Similarly, the Development Control process cannot grant landlord's permission.

Tenants are advised to get Landlords (Housing Landlord Service) permission first (which is free of charge) before seeking planning permission (fees apply) to avoid abortive costs.

Tenants should understand that the Landlords permission for home improvements will always be subject to formal planning permission being granted where necessary, before works can begin. If planning permission is subsequently refused, the Landlord's permission should be treated as having been automatically withdrawn.

A financial statement will need to be completed before an application can be authorised and written permission given, thus ensuring that tenants are able to meet their rent obligations.

## **13.6 Application Process**

Tenants can request an application form to undertake Improvements or Alterations to their home.

The Council's Housing Landlord Service will register and acknowledge receipt of applications within 5 working days.

The Council's Housing Landlord Service will provide a decision to the applicant within 28 working days. The decision to approve/decline an application may require a home visit or survey to be carried out to enable a decision to be reached.

## 13.7 Appeals Process

If an application for Improvements or Alterations has been declined, tenants can request a review of the decision, which will follow the Council's complaints procedure. Details of this procedure can be found at <http://www.nfdc.gov.uk>.

# Section 14 The Right to Undertake and Receive Compensation for Improvements

## 14.1 Introduction

The Leasehold Reform, Housing and Urban Development Act 1993 gives the secure tenants the right to compensation when their tenancy comes to an end for certain tenant financed improvements that have had the written permission of the Council.

The right to compensation for improvements is subject to certain qualifying criteria and regulations contained in The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

This Policy outlines the process that the Council will follow when assessing and processing a claim for compensation for improvements.

## 14.2 Entitlement

Entitlement to compensation will depend on whether the following eligibility criteria is satisfied:

- The tenancy must be secure;
- Sole tenants or one of both joint tenants are eligible;
- Certain cases of succession and certain assignments can qualify for entitlement. (See qualifying tenants and tenancies);
- Tenants exercising a transfer or tenants exercising a mutual exchange are eligible at the time of the exchange;
- The improvement work must have started on or after 1 April 1994;
- Written consent must have been given by the Council before the improvement work was carried out. If consent was not given before the improvement works were carried out the Council may decide to give retrospective consent.

Compensation will not be paid if the following factors are present:

- The compensation payable is less than £50;
- The tenancy has ended as the result of an eviction;

- The tenancy has ended due to the occupant(s) exercising the Right to Buy;
- The dwelling house has been disposed of to the tenant or one of the joint tenants (disposal of land held for housing purposes);
- A new tenancy of the same or substantially the same dwelling house has been granted to the qualifying person (or, in the case of a joint tenancy to all joint tenants) whether or not with anyone else;
- The notional life of the improvement has expired;
- Compensation has been paid under S100 of the Housing Act 1985 in respect of the improvement.

### 14.3 Qualifying tenants and tenancies

Qualifying persons must be secure tenants of the Council.

The following persons are considered eligible to apply for compensation when their tenancy ends:

- the tenant who made the improvement or, in the case of a joint tenancy at the time the improvement was made, any of the tenants at that time;
- a person who became a tenant jointly with the improving tenant;
- a person in whom the tenancy was vested or to whom the tenancy was disposed of on the death of the improving tenants, or in the course of the administration of his estate;
- a person to whom the tenancy was assigned by the improving tenant and who would have qualified to succeed him if he had died immediately before assignment;
- a person to whom the tenancy was assigned by the improving tenant in pursuance of a property adjustment order in connection with matrimonial proceedings;
- a spouse or former spouse of the improving tenant to whom the tenancy has been transferred by an order arising out of matrimonial proceedings.

Tenants will not be eligible to apply for compensation under the scheme in any of the following circumstances:

- the tenant is purchasing his or her home (but in such cases the improvement is not taken into account in the valuation process);
- the tenancy is terminated because of:
  - (i) the Council issuing a Notice seeking Possession;
  - (ii) a Court issuing an Order for Possession or;
  - (iii) the Council issuing an Abandonment Notice
- a new tenancy for the same property is granted to the qualifying tenant, or all the joint tenants, whether with anyone else.

### 14.4 Qualifying Improvements

Table 1 below represents items on which compensation is payable and the notional life of the improvement, which is the life expectancy of the repair in years.

Improvement	Notional Life
Bath or shower	12
Wash-hand basin	12

Toilet	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other external window replacement of secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the dwelling-house, but excluding burglar alarms	10

Interior decoration, such as painting and wallpapering, does not qualify for compensation. Any improvement not listed in Table 1 will not be considered for compensation.

## 14.5 Calculation of Compensation

The amount of compensation payable is calculated according to the following formula, which considers wear and tear and depreciation.

$$C \times [1 - Y/N]$$

C = original cost of the improvement. (Any financial assistance (such as a grant) that was paid towards the cost of the improvement will be deducted from the cost)

Y = the number of complete years the improvement has been in place (with part of a year being rounded up to a complete year) starting on the date the improvement was completed and ending on the date the compensation is claimed

N = the notional life of the improvement

### Example:

If replacement windows were put in ten years ago costing £2000, this is calculated as follows:

Number of complete years (10) multiplied by the notional life (20) = 0.5

Then  $1 - 0.5 = 0.5 \times 2000$  (original cost) = 1000 (compensation payable).

Deductions to the compensation payable will be made if:

- The cost of the improvement was excessive;
- The improvement is of a higher quality than it would have been if the Council had done the work;
- The improvement has deteriorated at a greater rate than is specified as the notional life in Table 1;
- Any money is owed to the Council by the tenant (e.g. rent arrears, service charge arrears, rechargeable repairs or court costs).

An increase to the compensation payable may be made if the improvement has deteriorated lesser than is specified as the notional life in Table 1.

Compensation can be claimed for the cost of materials (but not appliances such as cookers and fridges) and labour costs (but not the tenants own labour). No compensation can be claimed for professional fees (such as architects), or the costs of any relevant planning permission or consent under Building Regulations.

Compensation will be payable to a maximum of £3000 for any one improvement. No payment will be made if the level of compensation is less than £50.

## 14.6 Compliance and Certification

Tenants will be required to provide all necessary compliance and consent certification relating to works undertaken. This may include works undertaken that fall under the requirements of:

- Planning consent;
- Works covered by building regulations; or
- Approved Contractor Schemes.

These cover works such as:

1. Extensions or loft conversions;
2. Replacing fuse boxes and connected electrics;
3. Install a bathroom that will involve plumbing;
4. Change electrics near a bath or shower;
5. Put in fixed air-conditioning system;
6. Replace doors or windows;
7. Replace roof coverings on pitched or flat roofs;
8. Install or replace a heating system;
9. Add extra radiators to a heating system;
10. Any work involving working with gas.

## 14.7 Application Process

Claims must be made not more than 28 days before or 14 days after the date on which a tenancy ends. A claim can be made by completing an application form, which can be obtained from a Tenancy Management Officer. Or, the claim can be requested in a letter and addressed to the relevant Council Officer.

For any claims made by letter, the claim must contain the following information:

- Name and the address of the Council property where the improvement was made;
- The new address;
- Daytime telephone number;
- What improvement has been made;
- How much the improvement cost;
- The date the improvement began and finished;
- A copy of the invoice to show how much the improvement cost (if you do not have a copy of the invoice you must tell us and give us a rough idea of the total cost);



- A copy of the letter from the Council giving consent to the improvement (if consent for the improvement has not been given, this will need to be specified so that the Council can decide whether to treat it as having consent).

Once a claim is received, a visit will be made to the property by an Officer of the Council to inspect the improvement and to decide on the outcome of the claim.

A letter will then be sent to the tenant explaining the outcome of the claim not more than 28 days from the date the claim was received. This will include details of how the claim was calculated if it is decided that some compensation is payable. The compensation will be payable by cheque.

## **14.8 Appeals Process**

If a claim for compensation for improvements has been declined, tenant's can request a review of the decision, which will follow the Council's complaints procedure. Details of this procedure can be found at <http://www.nfdc.gov.uk> and available from a Tenancy Management Officer.

Tenants have the right to take the Council to court if they do not agree with the decision. Advice on how to do this can be sought from a solicitor or the local Citizens Advice Bureau.

If it transpires that a false claim for compensation has been made (e.g. made a claim for an improvement not actually made or a claim for more than the actual amount), the Council may take legal action against the tenant.

## **Section 15 Appendices**

1. Decent Homes - 'Expression of Wish' disclaimer.
2. Tenant Recharge - Standard Charge Schedule.



## DECENT HOMES 'EXPRESSION OF WISH' OMISSIONS FORM

**Tenants Name:** .....

**Address:** .....  
.....

**Date:** .....

New Forest District Council, Housing Services, has assessed the **Enter Description** at the above address and advised it requires refurbishment/upgrading to meet the Government requirement for Decent Homes Standard.

\*I/We do not wish this work to be carried out.

\*I/We do not wish this property to be included within the figures provided for the Decent Homes Standard.

\* Delete as appropriate

**Lead Tenant:** .....  
Sign Print Name

**Joint Tenant:** .....  
Sign Print Name

**Surveyor:** .....  
Sign Print Name

**Reason for omission:**  
.....  
.....  
.....

**Form to be returned to:**

New Forest District Council  
Housing Maintenance  
Appletree Court  
Lyndhurst  
SO43 7PA

Appendix 2

To follow

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